

SHADOW HILLS RIDING CLUB

Volunteer Name: _____

SHADOW HILLS EQUESTRIAN CENTER LLC

10263 La Canada Way, Shadow Hills, CA 91040

WAIVER & LIABILITY RELEASE

SERIOUS INJURY MAY RESULT FROM RIDING, WORKING ON THE GROUND OR BEING IN THE VICINITY WITH HORSES.

Please read carefully before signing:

This is a waiver regarding your legal rights and an agreement not to enter into legal arbitration and/or litigation with: *Shadow Hills Equestrian Center, Inc., Shadow Hills Riding Club, Inc., John T. Higginson* (property owner), *George Kallimanis* (property owner), Roger Schuck (property owners).

LIABILITY RELEASE - In consideration of SHADOW HILLS EQUESTRIAN CENTER allowing my participation in this activity, under the terms set forth herein, I, the RIDER/OWNER/VISITOR, and the parent or guardian thereof if a minor, do agree to hold harmless and release SHADOW HILLS EQUESTRIAN CENTER its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to SHADOW HILLS EQUESTRIAN CENTER ordinary negligence; and I do further agree *that except in the event of SHADOW HILLS EQUESTRIAN CENTER gross negligence and willful and wanton misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against SHADOW HILLS EQUESTRIAN CENTER and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of SHADOW HILLS EQUESTRIAN CENTER to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of SHADOW HILLS EQUESTRIAN CENTER.

1. NATURE OF HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 3 ½ to 5½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger. I fully understand these terms.

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2. ACTIVITY RISK CLASSIFICATION – Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions including. I understand that women while pregnant only ride with direct consent from their doctor.
3. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by SHADOW HILLS EQUESTRIAN CENTER that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 16 and under are required to wear protective headgear, unless in special circumstances and waived by parent or legal guardian.

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4. CONDITIONS OF NATURE – SHADOW HILLS EQUESTRIAN CENTER is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
5. INSPECTION OF PREMISES – RIDER has inspected SHADOW HILLS EQUESTRIAN CENTER facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the SHADOW HILLS EQUESTRIAN CENTER premises.

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6. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Your safety is of our greatest concern. However, incase of an accident, should non-emergency and/or emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

My accident/medical insurance company is _____ **and my policy number is** _____.

My personal liability insurance company is _____ **and my policy number is** _____.

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7. I give my permission to have the staff, instructors, owner of SHADOW HILLS EQUESTRIAN CENTER to call emergency services if I am unconscious.

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8. If I verbally or have written agreement to SHADOW HILLS EQUESTRIAN CENTER, including all staff, employees, trainers and instructors, to give permission to call emergency services in event of an accident, I will not hold SHADOW HILLS EQUESTRIAN CENTER financially responsible. Should my actions or that of my horse cause injury or damage to another person or the property of any kind above and beyond normal wear and tear of property used by horses, I and/or my own personal liability shall pay for such damages. This includes chewing and destroying fences, ripping apart buckets, pipe or stall damage caused by kicking, rolling, casting, biting, cribbing, chewing and any other vices.

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All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS: I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

_____ **DATE** _____
SIGNATURE OF RIDER/VISITOR/HORSE OWNER (Parent must sign for rider 17 & under)

_____ **for** _____ **SIGNING FOR: (Please print rider name)**

PARENT, or GUARDIAN NAME _____

Address in full: _____

Home Phone #: _____ **Bus. Phone #:** _____

Email address (please print carefully) _____

PHOTO/VIDEO RELEASE

_____ **I consent to and authorize**
 _____ **I do not consent to nor do I authorize**

The use and reproduction by Shadow Hills Equestrian Center of any other audio/visual materials taken of me/my son/my daughter/my ward for distribution to the public for promotional printed materials, educational activities or for any other use for the benefit of the program.

Signature _____ **Date** _____

SHADOW HILLS RIDING CLUB LIABILITY RELEASE

I acknowledge the risks and potential risks for horseback riding and activities in and around a facility where horses are kept and farm machinery operated. However, I feel that the possible benefits to me/my son/my daughter/my ward are greater than the risk assumed. Intending legally to bind myself, my heirs, and assigns, executors or administrators, I hereby waive and release forever all claims for loss or damages of any kind against Shadow Hills Equestrian Center LLC, Shadow Hills Riding Club Inc., Saddles for Soldiers Inc., its Board of Directors, Instructors, Therapists, aids, Volunteers and employees for any and all injuries and losses that I/my son/my daughter/my ward may sustain while participating in the programs associated with Shadow Hills Riding Club and/or Saddles for Soldiers. This release includes without limitation the risk of negligent instruction and supervision. I engage in activities at the Shadow Hills Equestrian Center voluntarily with knowledge of the risks and I assume all risks of injury, death, and property damage that may result. I agree to bear any loss myself. I acknowledge that Shadow Hills Equestrian Center, Shadow Hills Riding Club, Saddles for Soldiers and the property owners are materially relying on this waiver and assumption of risk in allowing me/my son/my daughter/my ward to participate in the Shadow Hills Riding Club activities on the property of Shadow Hills Equestrian Center.

Signature of Volunteer: _____ **Date:** _____

Signature of Legal Guardian: _____ **Date:** _____

Legal Guardian Name: _____